

6102

6/30/2002

DEPARTMENT OF PUBLIC SERVICES  
COLLECTIVE BARGAINING AGREEMENT

JULY 1, 1998 TO JUNE 30, 2002

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*Ann Arbor, City of*

CONTRACT BETWEEN LOCAL 516-M BUILDING  
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

AND

CITY OF MARYSVILLE, MICHIGAN

1998 - 2002

This contract made this 3<sup>rd</sup> day of June 1999, by and between the City of Marysville, hereinafter designated as the "Employer"; and employees of the City of Marysville affiliated with the Building Service Employees International Union AFL-CIO, hereinafter designated as the "Union". WITNESSETH in consideration of the premises and the mutual covenants and promises of the parties hereto, it is agreed as follows:

PREAMBLE

Purpose

It is the purpose and intent of the parties to this agreement that it shall promote mutual cooperation and further the welfare of the City, and its employees to set forth the general policy of the City on personnel and procedure, to establish uniform and equitable rates of pay and hours of work, to provide for a disposition of grievances, and to improve the efficiency of all municipal services so that the citizens of Marysville can be assured of the greatest return for their tax dollar.

RECOGNITION

Unit Defined

2. A. The City will recognize the Union as the exclusive representative and agent for all employees of the Public Services Department, consisting of the Wastewater Treatment Plant, Water Filtration Plant and D.P.W., excepting the Director and Supervisors of the Public Services Department, Water Supervisor, Water Plant Chief Operator, Wastewater Supervisor and Chief Wastewater Plant Operator, all of whom are hereby declared not eligible for union membership.

B. Rights of Individual.

In the event an individual employee desires to represent himself in the processing of his own grievance, the employer will notify the Union of his intent. The Union shall be allowed to (if it so desires) have a representative witness any and/or all discussions and adjustments which may result therefrom, which shall be consistent with the terms of this agreement.

### EMPLOYER-EMPLOYEE DEFINED

3. The term "employee" as used in this agreement shall mean any employee who is eligible for membership in the Union, within the bargaining unit, as described in Paragraph 2 above. The term "Employer" or "City" as used in this agreement shall mean the appropriate person or persons having jurisdiction to consider the subject.

### MANAGEMENT RIGHTS CLAUSE

4. A. The management and direction of the working forces, including all responsibilities, powers and authorities, such as (by way of example and not by way of limitation) the right to select, hire, promote, to discipline for just cause, to direct and determine the size of the working force, to schedule the work, the abandonment of any operation, the schedule of hours and shifts, the granting of increases, promotion, demotion, layoff and recall, contracting or arranging for work to be done by others only if all Public Services and Water and Sewer plant employees, are working (All ... "employees are working" means no such employees are laid off.) and the establishment of reasonable work rules, except such as are specifically relinquished or modified by provisions of this agreement, are the sole and exclusive rights and responsibilities of management vested in the Employer.

#### B. No Strike or Lockout

It is understood and agreed that the services performed by City employees included in this agreement are essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services. The administration will do nothing to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in normal and usual operation of city services.

### UNION SECURITY

5. All employees covered by this agreement who are members of the Union at the time this agreement is ratified or who hereafter become members thereof during the term of this agreement shall, as a condition of continued employment either maintain their union membership and pay their union dues or pay a union service fee. Each employee covered by this agreement who fails to acquire or maintain membership in the Union shall be required, as a condition of employment, beginning on the 31<sup>st</sup> day following the beginning of such employment or the date of the signing of this agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this agreement and the representation of such employee. Any employee who decides not to be a member of the Union shall pay a service fee which is determined in accordance with law. The service charge for the first month shall be in the amount equal to the Union's regular and usual initiation fee and monthly dues and for each month thereafter in an amount equal to the regular and usual monthly dues.

## DEDUCTION OF UNION DUES

6. The Employer will honor written assignments of wages to the Union for the payment of Union Dues. The Employer will promptly remit the dues deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deduction will be made the last pay period of each month for the then current Union Dues.

## REPRESENTATION

7. All employees who are covered by this agreement shall be represented for the purpose of grievance procedure and negotiating by stewards and a bargaining committee to be chosen by the employees.

8. Bargaining Committee Defined  
The bargaining committee shall be composed of two (2) employees chosen by the membership of the Union. The Union shall notify the Director of Public Services of the names of the bargaining committee members at any time a request is made for collective bargaining negotiations. The Union shall have the right to have as members of the bargaining committee individuals from the International Union and legal counsel.

The Chief negotiator for the City will maintain minutes of collective bargaining meetings. Negotiations shall be conducted 50% on City time and 50% on employees' time.

## JOB STATUS AND FUNCTION OF UNION OFFICERS

9. Grievance Committee  
Committeemen, Stewards and/or Alternates shall be paid by the Employer for time lost in processing of grievances related to their department during their regularly scheduled working hours, at their regularly scheduled earned rate.
10. Department Stewards and Alternates  
Committeemen, Stewards and/or Alternates shall be governed by established rules regarding the handling of employee grievances and negotiations as are indicated in the grievance procedure. However, members of the committee and the Local Union President may absent themselves from their assigned work to handle grievances and negotiations and may schedule unpaid leave time to attend to other union business when arrangements are made as far in advance as possible, but not less than 4 hours, by the President of the Local Union, chairman of Marysville unit of the Local, or International or Council Representatives.
11. The names of committeemen, steward and alternate steward shall be given in writing to the Employer. No committeeman, steward or alternate shall function as such until the Employer has been advised of his selection in writing by the officers of the Local Union, Chairman of the division or an International or Council Representative. Any changes in committeemen, stewards or alternates shall be reported to the Employer in writing as far in advance as possible.

12. Executive Officers of the International Union and/or Joint Council and/or their representatives duly authorized by the president of the Council to represent to Unión, and/or the president of the Local Union, will be permitted to participate in any discussion relative to hours, wages and working conditions.
13. Any committeeman, steward or alternate having an individual grievance in connection with his own work may ask for a member of the committee to assist him in adjusting the grievances.

#### GRIEVANCE PROCEDURE

14. A. Purpose  
The purpose of this Section is: (1) to provide opportunity for discussion of any request or complaint, and (2) to establish procedures for the processing and settlement of grievances as defined in Subsection (a) of this Section.
- B. Definition of Grievances  
"Grievance" as used in this agreement is limited to a complaint which involves the interpretation or application of, or compliance with, the provisions of this agreement.
15. Grievance Procedure  
Step 1. Any employee who believes that he has a justifiable request or complaint shall, within two (2) working days of the occurrence of the incident giving rise to the request or complaint, discuss the request or complaint with his Supervisor, with or without a steward being present, as the employee may elect, in an attempt to settle same. However, any such employee may instead, if he so desires, report the matter directly to his steward and in such event the steward, if he believes the request or complaint merits discussion, shall take it up with the employee's foreman in a sincere effort to resolve the problem. The employee involved may be present in such discussion, if he so desires. In the event that his steward is not available, all Union functions in this step shall be handled by the alternate Steward or Bargaining Committee Chairman.
16. If the Supervisor and the steward after full discussion feel the need for aid in arriving at a solution, they may invite the Bargaining Committee Chairman and/or the Director of Public Services for the D.P.S. to participate in further discussion, but such additional participants shall not relieve the foreman and steward from responsibility for solving the problem.
17. However, if a complaint or request has not been satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2 if, after review, the steward and the Bargaining Committee Chairman determine that it constitutes a meritorious grievance.

18. Step 2. A grievance to be considered beyond Step 1 must be filed in writing with the Supervisor on the forms furnished by the Employer promptly after the conclusion of the Step 1 discussions. It shall be dated and signed by the steward and Bargaining Committee Chairman and by the aggrieved employee or employees, wherever possible. When the aggrieved employee (or employees) does not sign, the grievance shall specify by name the aggrieved employee (or employees) involved, unless all employees in the department are involved. The grievance form shall include such information and facts as may be of aid to the Employer and the Union in arriving at a fair, prompt, and informed decision. The Supervisor, promptly upon submission to him of the written grievance, shall write on the grievance form: "The steward and/or employee and I have fully discussed this grievance and I have determined as follows: (disposition and brief explanation)," indicate the date he received the grievance form, sign it and deliver it to the Department Director.
19. A grievance in Step 2 shall be discussed at a meeting of the Department Director, Steward and/or Bargaining Committee Chairman which shall be scheduled at a mutually satisfactory time, but not later than five (5) days following the date the grievance was signed by the Supervisor involved or not later than ten (10) days following the filing of an appropriate grievance in this Step 2. The Department Director shall give his answer not later than five (5) days after the date of the meeting. If the decision in Step 2 is not appealed to Step 3, within five (5) days of the receipt of the answer in Step 2, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.
20. Grievances which allege violations directly affecting employees working in more than one department shall be filed initially in Step 2 and be answered by the City Manager or his representative.
21. Step 3. If the grievance is not settled in Step 2, notice of appeal to Step 3 must be given in writing to the City Manager not later than five (5) days following disposition of the grievance in Step 2.
22. If the Employer's decision in Step 2 is not appealed to Step 3 within the prescribed time limit, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal. In exceptional cases, however, where the Union can satisfactorily demonstrate that the failure of the Union representative charged with the responsibility for such appeal was caused by conditions justifiable under the circumstances and does, in fact, appeal within five (5) days from the date of the default, the appeal shall be accepted as though it had been timely. The Employer's liability for any retroactive payments resulting from the application of the preceding sentence shall exclude the period of the delay in the appeal.
23. Such grievance shall then be promptly discussed by the Union Bargaining Committee, Management Negotiating Committee, other representatives of

the Employer at option of Employer, a representative of the International Union at the option of the Union, and may include any and all parties involved in the grievance to this step in an attempt to meet a mutually satisfactory settlement. Either party may request a further statement of facts to be made available not later than three (3) days preceding the date set for the Step 3 meeting. The Employer's answer shall be given within twenty (20) days after such meeting. If the final decision in Step 3 is not appealed to arbitration within thirty (30) days of the receipt of the Employer's answer, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.

24. At steps in the grievance procedure, the grievant and the Union representative shall disclose to the Employer representatives a full and complete statement of the facts relied upon, the remedy sought, and the provisions of the agreement relied upon. In the same manner, the Employer representatives shall disclose all pertinent facts relied upon by and then known to the Employer.

25. Either party, within the time limits specified in the various grievance steps, may request in writing an extension of not more than twenty (20) days. If such request is refused, such refusal must be in writing and must be delivered to the party requesting such extension, at least one (1) day prior to the expiration of the appropriate time limit; otherwise, the time limit will automatically be extended to one (1) day after the written refusal is received. Failure on the part of either party to comply with the time requirements contained in any step of the grievance procedure shall constitute acquiescence in the position of the non-defaulting party.

26. In order to avoid the necessity of filing unnecessary grievances on the same subject or event, or concerning the same alleged contract violation occurring on different occasions, a single grievance may be processed and the facts of alleged additional violations (including dates thereof) may be presented in writing in the appropriate step on a special form supplied by the Employer. Such additional claims shall be filed promptly and be signed by each additional grievant or when not signed by grievant, to be signed and the grievant designated as provided in Step 1. When the original grievance is resolved in the grievance or arbitration procedure, the parties resolving such grievance (the Third Step representatives if resolved by arbitration) shall review such pending claims in the light of the decision in an effort to dispose of them. If any such claim is not settled, it shall be considered as a grievance and processed in accordance with the applicable procedure and applicable time limitations.

27. Grievances which are not filed initially in the proper step of the grievance procedure shall be referred to the proper step for discussion and answer by the Employer and Union representatives designated to handle grievances in such step.

28. The grievance procedure may be utilized by the Union in processing grievance which allege the violation of the obligations of the Employer to the Union as such and shall be filed in Step 3. In processing such grievances, the Union shall observe the specified time limits in appealing and the Employer shall observe the specified time limits in answering. In the event an employee dies, the Union may process on behalf of his legal heirs any claim he would have had relating to any monies due under any provision of this agreement.
29. If this agreement is violated by the occurrence of a strike, work stoppage or interruption or impeding of work, no grievances shall be discussed or processed in the Second Step level or above while the violation continues.
30. Notwithstanding the procedure herein provided, any grievances may be submitted to arbitration at any time by agreement of the parties to this agreement.
31. The Union Steward or his alternate shall have access to such places, subject to established rules and at reasonable times, to investigate grievances; however, provided there shall be no interruption to operations. Grievance investigation and visits to other departments shall be limited to the hours between 11:00 a.m. to 1:00 p.m.
32. Stewards, alternate stewards, and chairman of the Bargaining Committee shall be authorized to represent all employees and departments under their jurisdiction and shall be afforded such time off, with pay, as may be required to: (1) attend management-union meetings pertaining to discharges or other matters which cannot reasonably be delayed; (2) as to the steward or his alternate only, to visit facilities other than his own between the hours of 11:00 a.m. to 1:00 p.m. for the purpose of handling grievances, after notice to the head of the department visited and permission from his own departmental supervisor; (3) attend regularly scheduled union seminars conducted by the International Union for the purpose of educating and training union representatives in the discharge of and duties under the agreement.
33. Arbitration Section  
If a grievance is not settled in the procedure hereinabove set forth at Step 3, Section 21, the Union may, within thirty (30) days after receipt of the Employer's decision at Step 3, notify the Employer by certified mail, return receipt requested, that it is taking the grievance to arbitration in accordance with the provisions of Section 30.
34. If the Union notifies the Employer that it is taking the grievance or grievances to arbitration in the manner and within the time limit described in Section 23, the grievance or grievances shall be submitted to arbitration under the voluntary labor arbitration rules and regulations of the American Arbitration Association.
35. It is understood and agreed between the parties that the powers of the Arbitrator are limited as follows: (a) He shall have no power to decide any matter which is reserved solely to the



Rights of Employer: (b) Except as otherwise specifically provided in this agreement, he shall have no power to change the wages, hours, or conditions of employment set forth in this agreement: (c) He shall have no power to add to, subtract from, or modify any of the terms of this agreement; and (d) He shall deal only with the grievance or grievances which occasioned his appointment.

36. The expenses of the arbitrator shall be shared equally between the Employer and the Union. The Arbitrator shall render his decision, in writing, within one (1) month following the submission of the matter to him. His decision shall be final and binding upon all parties to the arbitration.
37. Awards of the Arbitrator may or may not be retroactive as the equities of particular cases may demand, but the following limitations shall be observed in any case where the award is retroactive: (a) seniority cases, or cases involving rates of pay for new or changed jobs, shall be the date of the occurrence or non-occurrence of the event upon which the grievance is based, but in no event earlier than thirty (30) days prior to the date on which the grievance was filed; (b) rate of pay to be used in figuring any retroactive award shall be the rate of pay on the date of occurrence or non-occurrence of the event upon which the grievance is based; (c) the effective date for adjustment of a grievance involving matters other than those referred to in (a) and (b) immediately preceding this paragraph shall be no earlier than the date the grievance was first presented in Step 1, but in no event earlier than ten (10) days prior to the date the grievance was first presented in written form in Step 2.
38. Should it be determined by the Arbitrator that an employee has been suspended or discharged without cause, the employer shall reinstate the employee and compensate him for the time lost at the applicable rate of pay provided for in this agreement. Should it be determined by the Arbitrator that an employee has been suspended or discharged for cause, the Arbitrator shall have jurisdiction to modify the degree of discipline imposed by the Employer.
39. While a strike, work stoppage, or interruption or impeding of work is in progress, the Employer shall not be required to continue arbitration proceedings provided in this agreement.
- SENIORITY
40. A new employee shall not acquire seniority until he has completed a ninety (90) calendar day probationary period, in which event the employees seniority will date back to their date of hire.
41. Seniority Lists
- A. When an employee acquires seniority, his name shall be placed on the City-wide seniority lists.
- B. The seniority list, for lay-off purposes only, shall be headed by the Chairman, Vice-Chairman and Chief Steward.

- C. The parties hereto recognize that because of the seasonal nature of the work of the Department of Public Services, it is sometimes necessary for the City to hire seasonal help.
- D. During the term of this agreement if City wishes to hire seasonal employees as hereinafter defined, City shall give written notice to the Steward that such employee is seasonal and although such seasonal employee is subject to the provisions of Section 5 of this agreement, he shall gain no seniority rights unless and until he is designated a full-time employee in which case his seniority rights revert back to his date of hire.
- E. A seasonal employee is a college or pre-college student who may be hired during his/her vacation from school for a period not to exceed 20 weeks. Such an employee may work only during a regular shift and hours or shifts worked by seasonal employees shall not be manipulated so as to defeat overtime for nonseasonal regular employees.

42. Departmental - Classification and divisions Seniority shall be accrued in the following areas and in the following manner:

- A. City-wide seniority shall be the length of uninterrupted employment with the City commencing with the latest date of hiring, less such time as seniority does not accrue, during the employee's absence as provided for under paragraphs 85 through 90 of this contract.
- B. Departmental seniority shall be determined to be the amount of accumulated service within a department.
- C. Classification seniority shall be determined to be the amount of accumulated service within a classification.

43. Employees who are transferred or promoted to a job outside of the bargaining unit shall retain his seniority within the bargaining unit for a period of six (6) months. Thereafter his bargaining unit seniority shall be terminated.

#### LONGEVITY COMPENSATION

- 44. A. Rules governing payment of Longevity compensation will be granted to employees upon the completion of five (5) years of service with the City and an additional increment will be paid after 10, 15 and 20 years of service with the City. Longevity compensation is based upon total continuous length of service with the City and does not relate to length of time served in a particular classification.
- B. Longevity compensation will be paid on July 1 of each year to permanent employees who have served the equivalent of 5, 10, 15 or 20 years of service on the basis of the following:

5 years	2 1/2%
10 years	3%
15 years	5%
20 years	7 1/2%

Effective July 1, 1979, longevity compensation shall be paid to permanent employees based upon the following schedule:

- (1) 2 1/2% of annual base pay being received by employee after 5 years service.
- (2) 3% of annual base pay being received by employee after 10 years service.
- (3) 5% of annual base pay being received by employee after 15 years service.
- (4) 7 1/2% of annual base pay being received by employee after 20 years service.

C. "Continuous" as used in this section shall mean uninterrupted by any period or periods of:

- (1) Retirement under the City Employees Retirement System.
- (2) Voluntary layoff at the request or convenience of the employee.
- (3) Absences for which the employee receives compensation other than hourly wage, i.e. worker's compensation. In this event, the said period shall not cause continuous employment to cease and shall not be considered a break in employment continuity.

D. No longevity compensation shall be paid to employees hired after July 1, 1984.

#### LAYOFF AND RECALLS

45.

##### Procedures for

Layoffs and recalls will be based upon seniority within classification, within the department, provided the senior employee possesses the ability to do the work required in the department. The senior employee may enter in any lower classification within the department, the duties of which he is capable of performing, or he may after five (5) work days displace any other employee in a lateral or lower classification.

46.

The employer will not use an employee in a classification in which he is not classified if another employee is laid off therefrom, except in the case of emergency.

47.

Employees will be returned to their own department before any other laid-off employee of the same classification with less seniority is recalled or returned to that department. Employees returning from another department shall be in the utility classification until they bid on a higher classification.

48. Employees who exercise their seniority under this section shall be paid at the same relative position in a lateral assignment or at a rate of pay not to exceed his present rate in a lower classification.

#### LAYOFF BENEFITS

49. Definition  
A layoff is defined as a separation through no fault of the employee, temporary or otherwise, from a position in the service of the City because of lack of work.
50. Eligible Employees  
Employees within the meaning of this regulation shall consist of employees within the bargaining unit as defined.
51. Non-eligible Terminations  
The following employment terminations and separations shall not be deemed layoffs according to the provisions of this regulation:
- A. Retirement under the City Employees Retirement System.
  - B. Voluntary layoffs, at the request or convenience of the employee.
  - C. Death of the employee.
  - D. Absences for which other methods of compensation are made.

#### TRANSFERS AND PROMOTIONS

52. Posting of Jobs
- A. All job openings and the rate of pay therefor shall be posted on bulletin boards at least five (5) days in advance of filling of position so that interested employees may bid on the position. A co-worker may submit a bid for an absent fellow employee if he writes on the bid the employee's name and his own name, e.g. John Doe by Alex Smith.
  - B. The union may, not more often than three (3) times in any calendar year, make inquiry to the City regarding the qualifications that would be required by the City if a position, identified in the inquiry, were to be posted to be filled as of the date of the inquiry. The City shall respond to such an inquiry within fifteen (15) work days indicating the qualifications that would be required for filling the position as of the date of the inquiry. Thereafter, if within the next six (6) months after the date of the inquiry the position inquired of opens, the qualifications required to fill the position shall not be greater than listed in the response unless mandated by state or federal law (and then only to the extent of the mandate). The requirements of this section shall not apply after the expiration of six (6) months from the last inquiry.
53. A. Emergency Vacancies  
If a vacancy is of an emergency nature, supervision may designate emergency substitutes, not to exceed thirty (30) days.

B. Step up Pay

Any employee who is required to do the work of a higher paid classification for more than two continuous days shall receive the regular pay rate of such higher classification for all time worked at such higher classification.

54. Nonpromotional Transfers

Employees may request a transfer to fill a vacancy of a nonpromotional nature within the bargaining unit. Transfer is subject to the provision of seniority. In the event of a job opening the senior employee shall be given first consideration for transfer. (Subject to Section 59c).

55. Any employee filling a vacancy of a nonpromotional nature shall be given up to ninety (90) days to prove his ability.

A. If unable to qualify, he shall be returned to his former position without prejudice and at the rate of pay for such position.

B. An employee successfully bidding on a higher rated job shall receive a wage adjustment of one-half the difference between the rate of his old job and the new bid job for a period of ninety (90) calendar days after the date of transfer. Upon completion of the ninety (90) days, he shall receive the full rate of the bid job.

56. Promotions

In those cases where two or more competing employees meet the basic posted required qualifications for a promotion the choice of who will receive the promotion will be based on consideration of the following factors:

A. Length of Service

B. Knowledge, Training, Ability, Skill and Efficiency.

C. Physical Fitness

D. Attendance and tardy record (unpaid time off) where abuse has been noted in employee's file.

Where factors (b) and (c) are equal between or among competing candidates, the length of departmental service shall govern.

57. Length of service will be applied in the same manner as provided for under transfers of a nonpromotional nature.

58. Any employee who has been selected through the bid process to fill a vacancy of a promotional nature shall be given a reasonable time to prove his ability, not to exceed ninety (90) days.

59. If unable to satisfactorily perform the required functions and duties of the promotion position at a level required of the promotion position, he shall be returned to former position without prejudice and at the rate of pay for such position.

A. If the City eliminates a position or an assigned job classification, then the employee returns to the Utility Classification.

B. If the employee voluntarily, or involuntarily, leaves a position or assigned job classification after the probationary period is complete, then the employee returns to the Utility Classification where his seniority carries him.

C. Any employee who successfully bids for and receives a promotion shall be ineligible to bid on any successive job opening that would constitute a lateral or downward move for a period of six (6) months.

60. Employee may exercise his prerogative to refuse promotion without bias or loss of seniority.

61. A. All employees shall be given equal opportunity to familiarize and train for promotion.

62. Basis for filling openings

New employees shall be hired at the lowest classification and shall be advanced as outlined in paragraphs 52 through 61 so long as the employee is capable of doing the work. No new employee shall be hired to fill a vacancy except at the lowest classification so long as seniority employees are capable of filling the position. This provision shall not apply to subparagraph 61a.

HOURS

63. Work Week

Standard work week shall consist of an average of forty (40) hours per week, eight (8) hours per day.

A. Day Shift: The day shift shall be from 7:00 a.m. to 3:00 p.m. with a 10 minute in-shop break at 9:00 a.m. and a 15 minute in-shop lunch break from 11:45 a.m. to 12:00 Noon.

B. Water plant operators are expected to work shift work (swing shift). The rotation of shifts and shift schedule will always be posted two weeks prior to any change.

64. Shift Premium

A. Shift Workers: Employees working the 3:00 p.m. to 11:00 p.m. shift will be paid an additional \$.25 per hour as "shift premium". Employees working the 11:00 p.m. to 7:00 a.m. shift will be paid an additional \$.35 per hour as "shift premium".

65.

Overtime

- A. Time and one-half shall be paid for all hours worked in excess of the employee's regular scheduled shift.
- B. It is mutually recognized that an employee should be allowed a lunch or meal break after four hours' work on overtime call-in. However, it is also mutually recognized that the urgency of a particular overtime job may not allow for such a break. Therefore, in the best interests of both the employee and the City, a break will be granted, provided said break does not interfere with the urgency of completion of the particular job.
- C. Scheduled Overtime at the Water Filtration Plant. The employer shall, at least 40 hours prior to the onset of the shift, notify the employee of scheduled overtime. In the event of cancellation of the scheduled overtime, the employee must be notified before the end of the employee's regular shift the day prior to the scheduled overtime.
- D. Section "D" is removed pursuant to this 1998/2002 agreement.

66.

Overtime work will be assigned to and equalized by the fullest extent possible among the employees whose names appear on the seniority list within their respective department. This provision shall not prevent the use of employees who have not established seniority in the event a sufficient number of seniority employees are not available to perform the overtime work.

SAFETY EQUIPMENT AND WORK CLOTHING

67.

- A. Upon presentation by an employee of a prescription for corrective lenses signed by a licensed optometrist or ophthalmologist, which prescription indicates said employee is required to have corrective lenses, Employer agrees to pay the cost of corrective clear and untinted safety lenses and safety frames provided that except under the following circumstances, Employer shall not be liable to pay for more than one pair of lenses and frames for any one employee in any two (2) year period.

(1) If frames and/or lenses are broken or destroyed while the employee is in the course of his employment with Employer, Employer will pay for the cost of replacement of lenses and frames.

(2) If within said two (2) year period the prescription of any employee changes requiring a change of corrective lenses, Employer will pay for the cost of new lenses.

B. To the extent possible, the provisions of subparagraph A. hereof will be coordinated with the provisions of Section 94 of this agreement such that if at a time when an employee needs safety glasses, he has optical coverage eligibility available under Section 94 to the extent of that eligible coverage, the cost of lenses and frames will be paid by that Insurance coverage.

C. Employer will annually provide work clothing as follows for the mechanic and mechanic's helper.

(1) Any combination of three (3) of (a) shirts and pants, or (b) coveralls.

68. Section 68 has been deleted by 1976-78 agreement.

#### CLEAN-UP TIME

69. Employees shall be entitled to a reasonable amount of paid clean-up time, prior to his lunch period, and at the end of his work shift. Such time shall be determined by the available facilities and extremities of the employees' assignment. Whenever practical, the time allowed will be five (5) minutes before lunch and ten (10) minutes prior to quitting time.

#### REPORTING TIME

70. Any employee permitted to come to work without having been properly notified that there will be no work shall receive a minimum of four (4) hours pay at the regular hourly rate.

#### CALL-IN TIME

71. A. Employees called in to work outside their regular working hours shall receive a minimum of two (2) hours overtime pay for regular work days and four (4) hours overtime pay for Saturday, Sunday and holidays. These employees shall be required to do only the work that necessitated the call-in during these two (2) and four (4) hour periods respectively.

(1) For the purposes of this subsection, Saturday shall be deemed to commence at 3:00 p.m. on Friday and Sunday shall end at 7:00 a.m. on Monday, except that call-in time shall not apply to a hold-over adjoining a regular scheduled shift.

B. When any employee is called for purposes of reporting for overtime work, the individual making said call shall: (1) Identify himself by name, and (2) Ask to speak to the called employee personally. Nothing contained herein shall be construed to prevent the City from charging the called employee who fails to report with the overtime worked by those who respond to said call whether or not the said employee is personally contacted.

(1) For the purposes of this subsection an employee shall be deemed on vacation and thus exempt from being charged for a "Call-In" at the end of his last scheduled work day prior to commencement of his vacation.



- C. Regularly scheduled overtime (Marysville Park weekend clean up and park concerts) shall be deemed a call-in; however, to receive call-in pay, the employee must actually work for three (3) continuous hours.
- D. Employees who respond to an overtime call-in must present themselves on the job within fifteen (15) minutes of receiving the call.

VACATION

- 72. A. Commencing January 1, 1995, Employees hired after July 1, 1984, will earn credit toward vacation with pay in accordance with the following schedule and subject to the following terms:

Years continuous service  
on December 31 of the year  
during which the vacation  
credit is earned

Amendment Effective: 1/01/96	<u>VACATION OF</u>	<u>AT LEAST</u>	<u>BUT LESS THAN</u>
	10 work days	1 year	3 years
	15 work days	3 years	10 years
	17 work days	10 years	15 years
	20 work days	15 years	25 years
	24 work days	25 years	(max.)

- B. All employees not subject to Paragraph 72A who have completed at least one (1) year of continuous employment on January 1 are entitled to a vacation with pay to be taken in that year according to the following schedule:

<u>VACATION OF</u>	<u>AT LEAST</u>	<u>BUT LESS THAN</u>
14 work days	1 year	7 years
17 work days	7 years	15 years
21 work days	15 years	20 years
24 work days	20 years	25 years
26 work days	over 25 years	

- 73. However, if an employee does not have the minimum years of continuous employment by December 31 to qualify for full vacation, then upon reaching the period of years required, he shall be eligible for 1/12 of vacation time or increased vacation time for each month between the date of reaching the period required and the following December 31. Vacation credit shall start at the first day of the calendar month that is nearest to the date of his employment.

- 74. A. Vacations and vacation pay shall not accumulate from one calendar year to another, however if the work of the department permits, an employee may be allowed to take part or all of his vacation for one (1) year in the following, provided it is completed during the calendar week in which April 15 of that year falls.
- B. Regular employees will be allowed to sell back up to ten (10) days of vacation time during their last year of employment for the purpose of adding the compensation for such days to final average compensation for the last year of employment.

75. A. Except as hereinafter provided, request for vacation must be made in writing on forms provided by the employer signed by the employee and given to a supervisor at least 48 hours before commencement of leave, except in cases of emergency. If this procedure is not followed, the employer may consider any time off taken by the employee as unpaid leave without permission. Seniority shall prevail when one or more employees seek vacation at the same time. Forms as provided shall be prepared such that the employee may retain a copy thereof. Vacations of three (3) or more consecutive days to be taken in the months of June, July and August must be scheduled at least thirty (30) days in advance of the first day the vacation is to be taken.

76. When employment is terminated for any reason, an employee who has completed one or more years of continuous employment will be paid an allowance for vacation earned but not previously taken. This allowance will be computed as follows:

The full vacation pay to which he was entitled on December 31 of the previous calendar year plus 1/12 of full vacation pay for each full month that has elapsed since the first of January in the current calendar year. Each completed month of service shall be a minimum of twenty (20) days worked.

77. If an employee is off work due to a leave of absence without pay, he will be eligible for vacation he has earned prior to taking a leave of absence but will not receive credit for the time he is absent from work.

#### SICK LEAVE AND PERSONAL LEAVE TIME

78. A. Each regular full-time employee shall be entitled to sick leave with pay of one (1) work day for each completed month of service, a total of twelve (12) days per year, subject to the following:
- (1) Only work days falling within the period of such leaves shall be counted against sick leave.
  - (2) Sick leave shall start to accrue at the first day of the calendar month that is nearest to the date of starting full time regular employment.
  - (3) Sick leave may be accumulated if not used during the year granted but the total accumulation shall not exceed 180 days. Pay at the regular rate for sick leave accumulated by an employee will for up to a maximum of ninety (90) days of such accumulation be paid upon death of retirement or separation other than for cause except that all employees hired after July 1, 1984 shall accumulate sick leave at the rate of one (1) day per month (12 days per year) with unlimited accumulation of sick leave days and no cash payment for unused days in the event of retirement, death or other separation.
  - (4) Sick leave cannot be anticipated.
  - (5) A certificate from a physician shall be required before compensation for a period of illness of more than three (3) days is allowed.
    - (a) To receive compensation for absence due to sickness, an employee shall notify Department of Public works supervisory personnel at least 30 minutes prior to the start of his shift the day he is sick.
    - (b) For each sick-leave day taken, the employee must call in as stated in (a) above.
    - (c) When an employee is absent due to sick-leave, he shall be subject to discipline if he is at a location and/or engaged in conduct inconsistent with his illness.
    - (d) The requirements of subparagraphs (a) and (b) shall not apply in those instances where the employee advises the Employer that he is in the hospital and is expected to remain therein for a specific period or indefinitely. In such an instance, the employee shall notify the Employer when he is discharged from the hospital on the day of discharge. If a doctor shall advise the employee in writing of a specific period of time during which the employee shall not work and the employee gives a copy of said writing to the Employer, the requirements of subparagraphs (a) and (b) shall be satisfied for the period of such stated disability.
    - (e) If a person is prevented due to living alone and being too ill to comply with subparagraphs (a) and (b), the employee, upon presentation of medical substantiation of same, shall not be subject to discipline for failure to comply with the provisions of subparagraphs (a) and (b)

- (7) Sick leave shall be defined as the absence of an employee from work due to his or her illness or quarantine (contagious disease); provided, however, in case of serious illness in his immediate family a regular employee may be granted sick leave for a period not to exceed three (3) days. "Immediate Family" is defined as spouse, child, stepchild. In the circumstance of a non-resident family member who has been diagnosed by a physician as having a terminal illness, an employee may be granted up to three (3) days sick leave. "Non-resident" family member is defined as any of the following who do not live in the same household as the employee: brother, sister, brother-in-law, sister-in-law, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, spouse of step-child, step-parent, grandparent, grandchild, child of step-child.
  - (8) A regular employee will be granted sick leave not to exceed four (4) hours when serving as a pallbearer at a funeral. Up to eight (8) hours may be granted if necessary for out-of-town funerals.
  - (9) A regular employee will be granted three (3) days bereavement leave with pay to attend the funeral of any relative mentioned in paragraph 78a. 7 with the addition thereto of grandparent of spouse.
  - (10) Sick leave taken at the beginning of a shift shall constitute leave for the entire shift.
  - (11) This section is removed pursuant to this 1998/2002 agreement.
- B. Each regular full-time employee shall be entitled to one (1) personal leave day annually which personal leave day may be used at the discretion of the employee to conduct business that cannot be conducted at a time other than regular work hours, subject to the following;
- (1) Personal leave day shall accrue at the start of the calendar.
  - (2) Personal leave day may not accumulate and if not taken in the calendar year it accrues, it shall be forfeited.
  - (3) There shall be no pay in lieu of personal leave day and no payment for unused personal day upon death or retirement.
  - (4) Personal leave days cannot be anticipated in the sense that an employee cannot take a personal leave day prior to the time it accrues.
  - (5) If an employee does not wish to state the business for which he wishes to take a personal business day, he may refrain from doing so. However, if an employee does so refrain and the employee uses the time for other than personal business the employee may be subject to discipline as prescribed in the contract.

## INJURIES

79.
  - A. For any period of absence up to twelve (12) work weeks due to disability or injury incurred while in the discharge of his or her regular duties, the City shall supplement any worker's compensation

payments received by the employee so as to equal the employee's regular compensation or salary for said period of absence not including overtime, provided that said disability or injury is fully documented by a licensed physician and the employee is not engaged during said period of disability or injury in any form of gainful employment.

- (1) Provided, further, that if said employee shall recover damages for any reason from a third party by way of claim or suit for such disability or injury, the City shall have a first lien in the amount of the total of any such supplements against any and all such sums received for damages by such employee.

If such lien is not discharged by the employee within thirty (30) days of said employee's receipt of such sums received for damages, the employee shall be subject to discharge for cause.

- (2) Leave for such documented disability or injury shall not be chargeable against sick leave.

- B. All injuries must be reported to supervision as soon as possible, but no later than the end of the work day in which the injury occurs.

#### JURY DUTY AND WITNESS LEAVE TIME

80.
  - A. An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Employer, an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the Employer on that day and the daily jury duty fee paid by the courts, (not including traveling allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty, and on which he otherwise would have been scheduled to work for the Employer.
  - B. An employee who is subpoenaed and reports pursuant to the requirements of the subpoena when the case in which he is subpoenaed is one in which the City is a party to the suit or employee is called to testify concerning something he has witnessed in the course of his employment, shall be paid by the Employer an amount equal to the difference between the amount

of wages the employee otherwise would have earned by working straight time hours for Employer on that day and the witness fee received (not including mileage allowances or reimbursement for expenses) for each day on which he reports pursuant to said subpoena, and on which he otherwise would have been scheduled to work for Employer.

#### PAID HOLIDAYS

81. A. To be eligible for payment for a holiday indicated herein as a paid holiday, an employee must have worked his regularly scheduled work day prior to and the regularly scheduled work day after the established holiday, provided, however, if an employee does not work either such day before or day after a holiday due to an approved vacation or approved sick leave, he shall be deemed to have worked said day for purposes of this section.
- B. Paid holidays shall be defined as: New Years Day, Good Friday, Memorial Day (as observed) Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, the day before New Years Day.
- (1) Whenever any such holiday occurs on Saturday, it shall be deemed to occur the preceding Friday.
- (2) Whenever any such holiday occurs on Sunday, it shall be deemed to occur on the subsequent Monday.
82. Shift workers shall be accorded ten (10) days additional vacation in lieu of other compensation for "Paid Holidays".
83. Eligible hourly employees shall receive their current straight time hourly rate of pay on each of the "Paid Holidays". In addition, eligible hourly employees who work on any of the "Paid Holidays" shall be paid at the rate of twice their current straight time hourly rate.
84. All other employees shall be given the "Paid Holiday" off with no change in pay.

#### UNPAID LEAVES OF ABSENCE

85. Rules Governing  
Time off (without pay) may be granted at any time subject to approval of the Department Head and City Manager.
86. Military Leave  
Any permanent full-time City employee who enters active duty with the Armed Forces of the United States (including the Women's Auxiliaries thereof) by reason of an enlistment or induction shall be granted a leave of absence without pay for the period of service or duty required.

87. Any employee granted such a leave of absence for "Military Duty" as defined in Act 263 of Public Acts of 1951 shall be reinstated to his position when he/she has been discharged or separated from service, providing:
- A. He/she makes application for reinstatement within ninety (90) days after he is relieved from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year.
  - B. He/she is discharged under honorable conditions, and he/she established this fact to the satisfaction of the Employer.
  - C. He/she is physically and mentally qualified to perform the duties of such position if it still exists and is not held by a person with greater seniority.
88. If an employee is not qualified to perform the duties of such position by reason of disability sustained during such service, he/she shall be placed in such other position, the duties of which he/she is qualified to perform as will provide him like seniority, status and pay or the nearest approximation thereof consistent with the circumstances of his case.
89. If the employee's position has been transferred to another agency of the City, the employee shall be restored to the same position in the new department.
90. If for any reason it is not feasible for such employee to be reinstated to his/her previous employment, or if his previous position no longer exists, it shall be determined if there is a position open or held by an employee with less seniority in any other department or agency of the City for which the returning veteran is qualified, and he/she shall be appointed to that position. If it is found that no position is available to such returning veteran and he/she considers himself aggrieved over this procedure, he/she may file a grievance in compliance with the grievance procedure.

#### DISCIPLINARY PROCEDURE

91. A. In all cases of discharge or other disciplinary action, the Employer shall give prompt written notice to the disciplined employee, without demand therefor, setting forth the reasons for such action. Copy of such notice, with the permission of the employee, shall be given to the Division's Chairman or Chief Steward at once.
- B. When any disciplinary action is taken by the Employer, said discipline shall, whenever practicable, be outside the viewing and hearing of other employees except that if the to be disciplined employee so demands, a union representative may be present.



92. The Union shall have the right to investigate the discharge or other discipline of any employee with the consent of the employee concerned.
93. A. It is the sense of this agreement that the Employer, or his representatives, shall first file a complaint with the employee and the Union before discharging an employee, and such employee is to remain on the job pending the disposition of the complaint. This clause will not be binding upon the Employer, however, in extraordinary cases, where and when, an instant discharge is absolutely warranted.
- B. Disciplinary offenses and disciplinary actions taken by management in response thereto shall be removed from the employee's service record at the expiration of three (3) year's offense-free service subsequent to the date of such offense.

#### HOSPITALIZATION AND LIFE INSURANCE

94. All qualified employees and their dependents shall be eligible to participate in group hospitalization and surgical insurance programs. The Employer agrees to pay the premiums of the following hospitalization, surgical, and life insurance programs for employees and their dependents after the completion of ninety (90) days of service with the City:

- A. Semi-private hospitalization and surgical benefits and Two (\$2.00) Dollars co-pay prescription rider benefits, provided by Michigan Blue Cross and Blue Shield full family coverage, provided, however, that if the City places the coverage with an insurance carrier other than Blue Cross and Blue Shield, such coverage must be with an insurance carrier whose insurance card is acceptable at Port Huron Hospital, Mercy Hospital of Port Huron, River District Hospital, St. Clair, Michigan, and the Michigan Hospital Association. Effective July 1, 1995 Two (\$2.00) Dollars co-pay prescription rider for generic drugs and Eight (\$8.00) Dollars if employee chooses a brand name drug if generic is available.
- B. Fifteen Thousand (\$15,000.00) Dollars life insurance policy on each employee with double indemnity when accepted by the company. Effective July 1, 1996, the amount shall be increased to \$25,000.00.
- C. Employer shall pay the premium for a life insurance program for retiree members of Union insuring the life of each such retiree member in the amount of Five Thousand (\$5,000.00) Dollars.
- D. Commencing on July 1, 1979, Employer shall pay premiums for a Dental Health Insurance Plan equal to the coverage provided by Blue Cross/Blue Shield, 50-50 Dental Plan with orthodontia for each eligible employee and his dependents.

- E. Commencing on July 1, 1980, Employer shall pay the premium for an optical plan equal to the coverage provided by the Health Service, Incorporated (affiliated with Blue Cross and Blue Shield) for each eligible employee and his dependents.
  - F. Commencing January 1, 1995, Employer shall pay premiums for Master/Major Medical Insurance with a deductible of \$200 single coverage, \$400 family coverage.
  - G. The Employer shall continue to pay premiums pursuant to subsection (A) hereof, on behalf of an employee who is sick and whose accumulated sick leave has expired, for a period of time equal to thirty (30) days multiplied by the years of continuous service of said employee, said period not to exceed 365 days.
  - H. The benefits described in subsection (A) (E) and (F) hereof shall apply to all bargaining unit employees who retire after July 1, 1995.
95. New employees for the first ninety (90) days of their employment shall be eligible at their own expense to participate in all city sponsored health and insurance programs.

#### GENERAL

96. Car Allowance
- A. In the event that any employee of the City covered by this agreement is required to furnish his own transportation during the course of carrying out his assignment for the Employer, compensation for the use of his own transportation shall be the same as other departments are paid.
  - B. Employee Title. The water plant utility man shall have a dual title, that being Water Plant Utility/Operator. The Water Plant Utility/Operator shall perform maintenance work of the water plant unless he is assigned to operate the water plant in the absence of a regular operator.

#### PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

97. The Employer shall make proper provisions for the safety and health of all employees. The Employer will furnish goggles where necessary; raincoats, rubber and cloth work gloves and boots to employees when necessary. In each case, worn-out equipment must be turned in in order to receive replacements. This equipment, if and when supplied, must be used by the employee.

#### DEFECTIVE EQUIPMENT, ACCIDENTS AND REPORTS

98. The Employer shall not require employees to take out on the street or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. The Employer reserves the right to determine the safety condition of the vehicle provided the order is not in direct conflict with State law.

99. Any employee involved in any accident with city equipment shall immediately report said accident and physical injury sustained. Before starting his next shift, the employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all names and addresses of witnesses to any accidents. For purposes of disciplinary action, no such accident shall be held against an employee's record for more than three (3) years.
100. Employee shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer.

#### WORK RULES

101. Pay Day  
Employees working on their regular shifts on pay day will be paid on the job in a manner that will not result in loss of time by the employee or loss of production. Employees who re not working on their regular shifts on pay day will receive their pay in accordance with the current practice.
102. Bulletin Boards  
Bulletin Boards shall be erected in all divisions for the use of the employees.
- Bulletin boards shall be used for posting notices of bona fide union activities only. In no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin board.
103. Paragraph 103 was deleted by 1981-1984 contract.

#### TERM OF AGREEMENT

104. Unless otherwise indicated herein, this agreement and "rate of pay supplement" shall be effective on July 1, 1998 and shall remain in full force and effect without change, addition or amendment from July 1, 1998 through June 30, 2002, and shall be renewed from year to year thereafter, provided that either party hereto may reopen the agreement for changes or amendments or may terminate the agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to July 1, 2002.

#### EFFECT OF LEGISLATION

105. A. If any law now existing or hereafter enacted, or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this agreement, the entire agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiation the invalidated portion, and if an agreement hereon cannot be reached within thirty (30) days, either party may submit the matter to arbitration as herein provided.
- B. If it becomes necessary for the Employer to make accommodation pursuant to the requirements of the Americans with Disabilities Act or any Michigan legislation corresponding therewith for an employee or for a person to be hired, the parties agree that to the extent necessary to comply with such legislation requirements of this contract that would :

1. Prevent the employer from so accommodating;
2. Require the hiring of additional personnel;
3. Incur an increase in overtime work;
4. Prevent the layoff of an employee.

Such requirements shall be suspended.

RATE OF PAY

106. The rate of pay of employees covered by this agreement shall be governed by Schedule "A" attached hereto and made apart hereof.

107. This agreement is hereby accepted by the "employer" and the "Union" and shall be binding upon each party respectfully.

MISCELLANEOUS

108. The following fringe benefits in effect on July 1, 1990, for the employees listed in this section shall not be adjusted downward through a majority ratification vote of the members of the Union, which majority does not contain one of the listed employees.

Fringe Benefits

- A. Longevity (accrual, method of payment)
- B. Sick Leave (accrual, number of days, payment on separation, accumulation total.)
- C. Vacation (accrual, number of days, payment on separation)


Employees


- |                     |                       |
|---------------------|-----------------------|
| (1) John Bailey     | (7) Stephen Goniwicha |
| (2) Gerald Brown    | (8) Thomas Kustowski  |
| (3) Charles Carty   | (9) Aaron Lipke       |
| (4) Thomas Fletcher | (10) Paul Wessel      |
| (5) Robert Fowler   | (11) Dennis Wilton    |
| (6) William Gaw     |                       |

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF MARYSVILLE

LOCAL 516-M BUILDING SERVICE  
EMPLOYEES INTERNATIONAL  
UNION AFL-CIO

  
W. E. "DEEM" BOLDYREFF  
MAYOR

  
SHARON L. SCHESS C.M.C.  
CITY CLERK

  
DENNIS E. WILTON  
CHAIRMAN

  
MARK FRENDT  
VICE CHAIRMAN

SCHEDULE "A"

RATE OF PAY IN EFFECT JULY 1, 1998

<u>TITLE</u>	<u>START</u>	<u>JULY 1, 1998</u>
Utility Person	* \$15.05	\$17.05
Equipment Operator/General Maintenance		\$17.43
Assistant Mechanic		\$17.62
Mechanic		\$17.80
Water Operator (Unlicensed)		\$17.36
Wastewater Operator (Unlicensed)		\$17.36

- A. Effective July 1, 1999, there shall be a wage improvement for each employee of 2.43% of base pay. On July 1, 2000 2.43%, On July 1, 2001 2.43%.
- B. Any Water Filtration Plant Operator who holds an "F4" or Wastewater Plant Operator who holds a "D" License shall receive a \$0.25 increase per hour over the Operator wage. Any Water Filtration Plant Operator who holds an "F3" or Wastewater Plant Operator who holds a "C" License shall receive an additional \$0.25 increase per hour over the Operator wage.
- C. Any Operator who holds an "F3" (water) license or Class "C" (wastewater) license and attains a rating of "F2" or Class "B" respectively, shall receive a \$0.05 per hour wage increase.
- D. Any operator who holds and "F2" (water) or Class "B" (wastewater) license and attains a rating of "F1" or Class "A" respectively, shall receive a \$0.05 per hour wage increase.
- E. An employee attaining an "S" license shall receive a \$0.05 per hour wage increase.
- \*F. Starting pay for the Utility Person position shall be reduced by \$2.00 per hour until the ninety (90) calendar day probation period has been completed.

1. Persons employed in the water plant and in the sewer plant must obtain licenses required for their positions. Such licenses must be obtained by passing the necessary tests at least by the second time the tests are given after the occurrence of the event requiring the licensure change. Failure to do so will:
  - A. in the case of a promotion, nullify the promotion;
  - B. in the case of a transfer from the D.P.S., nullify the transfer;
  - C. in the case of a hire from outside the bargaining unit, the failure shall be cause for discharge.
2. The terms of the present pension agreement between the Employer and D.P.W. employees are incorporated herein by reference together with the following changes from the 1975-76 Union Agreement Supplement 1984-87 Union Agreement Supplement and 1994-98 Union Agreement Supplement.
  - A. Allow voluntary retirement at age 55 with 25 or more years of service at full retirement allowance.
  - B. Employee contributions to the pension fund are 5% of total pay to be paid by payroll deduction.
  - C. Effective July 1, 1980, there shall be for all employees covered by this agreement who retire after July 1, 1980, a cost of living adjustment on retirement income based upon the formula contained in the Retirement Ordinance.
  - D. To the extent allowable by law and Internal Revenue Service regulation, a member of the bargaining unit shall be able to make contribution to the General City Employees Retirement System, Benefit groups 516M such that the time spent by such member in the Armed Forces of the United States is credited to such employees Credited Service for purposes of determining such employee's pension. It is understood that the increase in Credited Service time hereunder shall not increase the cost of retirement system to the City of Marysville. It is further understood that the contributions which would be required to accomplish the purposes of this subsection shall to the extent allowable by law and Internal Revenue Service regulation be made by payroll deduction from earnings of the employee that have not been taxed.

Nothing herein shall be construed to deny the outright purchase of such Credited Service time by the employee other than by use of pre-taxed earnings.
  - E. The Pension Ordinance as it applies to 516M employees shall be amended in the following respects:

Section 1.270(2) shall be as follows:

    - (a) Benefit Group 516M. The person has either attained the age sixty-two (62) years ...
  - F. Employees shall arrange for tax deferred pension contributions in the same manner as General City Employees Group effective upon passage of an ordinance to that effect as soon as practicable.

ATTACHMENT "A"

Attachment "A" has been removed pursuant to the 1998 – 2002 Agreement.

ATTACHMENT B

1. It is mutually agreed that the employee may opt not to accept Major and Master Medical Insurance coverage as indicated in paragraph F on page 26, and receive in lieu of the insurance a taxable amount of \$200 dollars. A written request has to be filed with the Finance Department between December 1st and December 15th of each year and will remain in effect for a 12 month period, January 1 to December 31. This agreement will not be available to retirees and may be terminated if the City Management feels it is not in the best interest of the City.
2. It is also mutually agreed that any employees who at the signing of this agreement had paid the cost of Major/Master Medical through payroll deduction, will be reimbursed 50% of that cost for the period of July 1, 1994 - December 31, 1994. Such reimbursement shall be made in January of 1995.



LETTER OF AGREEMENT

BETWEEN

CITY OF MARYSVILLE

AND

LOCAL 516-M, SERVICE EMPLOYEES INTERNATIONAL UNION

Pursuant to ratification of the contract for the period of July 1, 1998 through June 30, 2002 the following language shall apply:

The parties agree that if the City agrees to a pension plan improvement in another collective bargaining unit which benefit SEIU Local 516 does not have the City will reopen this contract to negotiate regarding the issue with SEIU Local 516M.